



**BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA**

**AB 4364
October 6, 2008
Regular Business**

**INTERLOCAL AGREEMENT WITH MISD FOR
COUNSELING SERVICES**

Proposed Council Action:

Approve an Interlocal Agreement for 2008-09
Counseling Services

DEPARTMENT OF

Youth and Family Services (Cynthia C. Goodwin)

COUNCIL LIAISON

Jim Pearman

EXHIBITS

1. 2008-2009 Interlocal Agreement for Counseling Services
2. 2008-2009 Revised Interlocal Agreement for Counseling Services
3. Letter from MISD Superintendent Gary Plano, provided to the Council by Pat Braman on August 4, 2008

APPROVED BY CITY MANAGER

AMOUNT OF EXPENDITURE	\$	434,632	Sept 2008 – June 2009
AMOUNT BUDGETED	\$	167,286	Sept 2008 – Dec 2009
APPROPRIATION REQUIRED	\$	267,346	Jan 2009 – June 2009

SUMMARY

This agenda bill provides the Council with materials for review and discussion related to the 2008-09 Interlocal Agreement with the Mercer Island School District for counseling services. Three exhibits are attached that provide information relevant to the needed discussion: two options for a 2008-2009 Interlocal Agreement for Counseling Services with the Mercer Island School District (Exhibit 1 and 2), and the letter from the superintendent requesting assistance in funding. Five options are outlined for Council consideration in resolving this funding issue.

In 1990, the City of Mercer Island and Mercer Island School District entered into a formal collaborative agreement to provide counseling services to Mercer Island youth on-site in the high school at the Resource and Referral Room (R & R). The intent of this original agreement for one counselor stationed at the R & R was to have a counselor designated to provide consultation, guidance and assistance to youth outside of the academic based relationship. This was to ensure that youth would have access to assistance with the universal adolescent emotional and psychological issues that often arise in the school setting and impact academic functioning. The usual high school counselors' work consisted of academic scheduling, college and vocational application assistance and a host of other guidance activities. Often there was not the time to build the rapport and necessary elements of a therapeutic relationship with all the academically oriented counseling work.

Over the next several years the District requested additional counselors be added to other schools. The current arrangement provides for a mental health counselor at each of the elementary and the middle and high schools as well as a drug and alcohol counselor at the high school and a half time drug and alcohol prevention counselor at the middle school. The collaboration recognizes that the City of Mercer Island has

the expertise within the Department of Youth and Family Services to provide the professional counseling services, consultation and clinical supervision needed, and the City recognizes that providing services on site in schools increases accessibility and efficiency in delivering services. As a result, the City currently employs 6.5 FTE's (counselors) and they are situated in Mercer Island school locations. The City is partially reimbursed by the School District for these counselors according to the cost sharing formula contained in the interlocal agreement and shown below.

At the August 4, 2008 City Council meeting, YFS presented the Council with a consent agenda item, AB 4337: Interlocal with MISD for School Based Counselors (Exhibit 1). At this meeting, Pat Braman, President of the MISD Board of Directors, read a letter to the Council from the MISD Superintendent Gary Plano in which he outlined some of the financial challenges the District is facing and a request of assistance from the City in funding the school based counselors. The consent agenda item was taken off the consent agenda, discussed and then moved to October 6th for a more thorough discussion of the issues related to the funding of the interlocal.

The chart below outlines the costs of the interlocal and the projected financial responsibilities for both the City and the District within the current cost sharing arrangement for the current academic year.

2008-2009 Interlocal Agreement Financing Breakdown

08-09 Contract	City Share	District Share	Total
3 Elementary School Counselors	\$100,941.50	\$100,941.50	\$201,883.00
1 Middle School Counselor	\$34,261.50	\$34,261.50	\$68,523.00
1 Middle School Drug/Alcohol Specialist (half time)	\$15,571.00	\$15,571.00	\$31,142.00
1 High School Drug/Alcohol Specialist	\$31,287.00	\$31,287.00	\$62,574.00
1 R&R Place Counselor	\$69,510.00	--	\$69,510.00
Operating supplies	--	\$1,000.00	\$1,000.00
TOTAL	\$251,571.00	\$183,061.00	\$434,632.00

In light of the District's request for financial assistance, five options are outlined for the Council to consider:

- 1) Approve the original proposed 2008-2009 Interlocal Agreement and cost sharing model as depicted in Exhibit 1 of AB 4364.

Effect: The District has indicated its preference to not provide its cost share in this coming school year. This option does not resolve the funding question but does communicate the City's preference for continued cost sharing.

- 2) Approve the revised 2008-09 Interlocal Agreement as depicted in Exhibit 2 of AB 4364 with the City paying 100% of the counselors cost for this school year only;

Effect: Funding for the additional \$183,061 costs would come from 2007 unallocated year end surplus. This would allocate all remaining surplus funds. This option does not address a permanent funding solution for the counselors but does provide the time for a thorough discussion of the City-School District funding relationship without interrupting counseling services. Ultimately, for the City to maintain the counseling program at current levels without reducing City services elsewhere, a new revenue source will need to be identified. With that in mind, the Council may wish to identify specific conditions regarding the timing and substance of those future discussions.

- 3) Direct staff to modify the proposed Interlocal Agreement so as to maintain the in-school counseling program at current City budgeted levels thereby reducing the program by approximately 3 FTEs;

Effect: This option recognizes that there is insufficient funding at the School District to maintain the counseling program at current levels. The program effort would be reduced by approximately one half;

- 4) Direct staff to reduce the YFS budget by the District's interlocal share of \$183,061 and thereby to cut human services activities for the Mercer Island community;

Effect: This option recognizes that there is insufficient funding at the School District to maintain the counseling program at current levels. In order to maintain the counseling program, service reductions elsewhere in Youth and Family Services would be enacted.

- 5) Direct staff to reduce funding the City's General Fund by \$183,061 to pay for the District's portion of cost sharing and thereby require service reductions elsewhere in the City's General Fund departments.

Effect: This option recognizes that there is insufficient funding at the School District to maintain the counseling program at current levels. In order to maintain the counseling program, service reductions elsewhere in the City's General Fund would be enacted. Areas of the General Fund budget that would need to be considered (so as to not reduce associated fee revenues) include Police, Fire, Financial Management, Parks Maintenance, Building Maintenance.

In summary, the District has shared the cost of providing Youth and Family Services counselors on site in the MISD schools since 1990. The District has now requested that the City cover the costs of this partnership for the coming 2008-09 academic year. The 2008-2009 school year is the 19th year that the City and the District are negotiating to enter into an agreement for school based counseling services. Staff awaits a Council decision that will inform staff how to proceed in executing the 2008-09 Interlocal Agreement with MISD for counseling services.

RECOMMENDATION

The Council can choose from among the various motions below (and as discussed above):

1. Approve the original proposed 2008-2009 Interlocal Agreement and cost sharing model as depicted in Exhibit 1 of AB 4364.
2. Approve the revised 2008-09 Interlocal Agreement as depicted in Exhibit 2 of AB 4364 with the City paying 100% of the counselors cost for this school year only;
3. Direct staff to modify the proposed Interlocal Agreement so as to maintain the in-school counseling program at current City budgeted levels thereby reducing the program by approximately 3 FTEs;
4. Approve the revised 2008-09 Interlocal Agreement as depicted in Exhibit 2 of AB 4364 with the City paying 100% of the counselors cost and direct staff to reduce the YFS budget by the District's interlocal share of \$183,061; thereby reducing human services for the Mercer Island community;
5. Approve the revised 2008-09 Interlocal Agreement as depicted in Exhibit 2 of AB 4364 with the City paying 100% of the counselors cost and direct staff to reduce funding in the City's General Fund by \$183,061 to pay for the District's portion of cost sharing; thereby reducing services elsewhere in the City's General Fund departments.

City of Mercer Island and Mercer Island School District 2008-2009 Interlocal Agreement for Counseling Services

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Mercer Island School District No. 400, ("District") and the City of Mercer Island, a municipal corporation of the State of Washington, ("City") pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW).

WHEREAS, the District desires to obtain comprehensive counseling services in an economical and efficient manner; and

WHEREAS, the City has a comprehensive counseling service available within the Department of Youth and Family Services; and

WHEREAS, the City Council has determined that the public health, welfare and safety is enhanced by delivering these services; and

WHEREAS, the parties desire to enter into this Interlocal Agreement to set forth the terms and conditions under which such counseling services shall be provided by the City to the District;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties hereto, and other good and valuable consideration, it is mutually agreed as follows:

Scope of Services

1. Purpose. The purpose of the Interlocal Agreement is to enable the City to provide and the District to receive, comprehensive counseling services economically and efficiently to the mutual advantage of the parties and the benefit of the community.
2. Duration/Termination. This Agreement shall commence on September 1, 2008 and terminate on July 31, 2009. Provided, however, that the City or the District may terminate the Agreement upon giving thirty (30) days written notice to the other party.

If the contract is terminated as provided in this section the District shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and the City shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.

3. Services to be Provided. The City will provide seven counseling professionals from the Youth & Family Services Department of the City to perform services at District facilities. These counselors will perform their duties from September 1 to June 30. The counselors are: three elementary school counselors, one middle school counselor, one high school counselor, one high school alcohol/drug specialist and one middle school alcohol/drug specialist (half-time). The counselors shall provide services which include, but shall not be limited to, assistance with personal problems of students, individual counseling with students, family and parental counseling on a short term basis, alcohol and other drug intervention services, and consulting with the District staff concerning student behavior.

4. Payment by the District. The District shall pay to the City the total sum of \$183,061.00 for the school-based counseling personnel services to be provided during the term of the agreement (2008-09 school year) as provided bellow.

District share of counseling personnel and cost breakdown is as follows:

08-09 Contract	City Share	District Share	Total
3 Elementary School Counselors	\$100,941.50	\$100,941.50	\$201,883.00
1 Middle School Counselor	\$34,261.50	\$34,261.50	\$68,523.00
1 Middle School Drug/Alcohol Specialist (half time)	\$15,571.00	\$15,571.00	\$31,142.00
1 High School Drug/Alcohol Specialist	\$31,287.00	\$31,287.00	\$62,574.00
1 R&R Place Counselor	\$69,510.00	--	\$69,510.00
Operating supplies	--	\$1,000.00	\$1,000.00
TOTAL	\$251,571.00	\$183,061.00	\$434,632.00

Payments shall be made by the District to the City on a monthly basis (\$18,306.10), by the 15th of the month following service provision; the first payment to be paid by October 15, 2008 and the last payment by July 15, 2009.

5. Dwelling/Equipment. The District will provide on-site space, equipment, and supplies necessary to provide the counseling services, at no cost to the City.
6. Employees. All persons performing services hereunder shall be employees of the City and not the District.
7. Indemnification. The City will protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any legal costs, claims, judgments or awards of damages arising out of or in any way resulting solely from negligent acts or omissions of the City, its officers, its employees, and agents in connection with performing this Agreement.

The District will protect, defend, indemnify and save harmless the City, its officers, employees, and agents from any and all costs, claims, actions, liabilities, judgments or awards and damages (including attorneys fees and costs) arising out of or in any way resulting from or connected with this Agreement or from the negligent acts or omissions of the District, its officers, employees and agents. The District waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The District's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers compensation acts, disability benefit acts or any other benefits acts or programs.

This indemnification paragraph shall survive the expiration or earlier termination of this Agreement.

8. Standards of Performance. All services performed hereunder by the City shall be performed diligently and competently and in accordance with professional standards.

9. Nondiscrimination. The City will not unlawfully discriminate against any employee or applicant for employment in connection with the services provided under this Agreement because of race, creed, color, sex, age, national origin, marital status, or physical and motor handicap unless based upon bona fide occupational qualifications.

The City will ensure that all employees are treated without regard to the race, creed, color, sex, age, national origin, marital status, physical and other motor handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruiting advertisement, layoff, termination rates of pay or other forms of compensation, selection for training, including any apprenticeship.

10. Administration of Agreement. Each party shall designate an official responsible for the administration of this Agreement and negotiate with regard thereto. In the case of the City, that official shall be the Director of the Department of Youth and Family Services or her designee.

In the case of the District, that official shall be the Instructional Support Administrator or her designee. These officials shall communicate from time to time, as they deem necessary to discuss the Agreement, the performance there under and other relevant matters.

DATED this 1st day of September, 2008.

CITY OF MERCER ISLAND

**MERCER ISLAND SCHOOL
DISTRICT NO. 400**

Richard M. Conrad
City Manager

Dr. Gary Plano
Superintendent

ATTEST:

Allison Spietz, City Clerk

APPROVED AS TO FORM:

Katie H. Knight, City Attorney

City of Mercer Island and Mercer Island School District 2008-2009 Interlocal Agreement for Counseling Services

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WHEREAS, the City has a comprehensive counseling service available within the Department of Youth and Family Services; and

WHEREAS, the City Council has determined that the public health, welfare and safety is enhanced by delivering these services; and

WHEREAS, the parties desire to enter into this Interlocal Agreement to set forth the terms and conditions under which such counseling services shall be provided by the City to the District;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties hereto, and other good and valuable consideration, it is mutually agreed as follows:

Scope of Services

1. Purpose. The purpose of the Interlocal Agreement is to enable the City to provide and the District to receive, comprehensive counseling services economically and efficiently to the mutual advantage of the parties and the benefit of the community.
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If the contract is terminated as provided in this section the District shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and the City shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.

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4. Payment for the District. For this 08-09 academic year, the City will pay the District's portion of the total sum of \$182,707.50 for the school-based counseling personnel services.

District share, to be paid by the city for this year only, of counseling personnel and cost breakdown is as follows:

08/09 CONTRACT:			
	City Share	District Share	Total
3 Elementary School Counselors	100,745.50	100,745.50	201,491.00
1 Middle School Counselor	34,195.00	34,195.00	68,390.00
1 Middle School Drug/Alcohol Specialist (half time)	15,541.00	15,541.00	31,082.00
1 High School Drug/Alcohol Specialist	31,226.00	31,226.00	62,452.00
1 R&R Place Counselor	69,375.00	-	69,375.00
Operating supplies	-	1,000.00	1,000.00
	251,082.50	182,707.50	433,790.00

5. Dwelling/Equipment. The District will provide on-site space, equipment, and supplies necessary to provide the counseling services, at no cost to the City.
6. Employees. All persons performing services hereunder shall be employees of the City and not the District.
7. Indemnification. The City will protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any legal costs, claims, judgments or awards of damages arising out of or in any way resulting solely from negligent acts or omissions of the City, its officers, its employees, and agents in connection with performing this Agreement.

The District will protect, defend, indemnify and save harmless the City, its officers, employees, and agents from any and all costs, claims, actions, liabilities, judgments or awards and damages (including attorneys fees and costs) arising out of or in any way resulting from or connected with this Agreement or from the negligent acts or omissions of the District, its officers, employees and agents. The District waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The District's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers compensation acts, disability benefit acts or any other benefits acts or programs.

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8. Standards of Performance. All services performed hereunder by the City shall be performed diligently and competently and in accordance with professional standards.
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The City will ensure that all employees are treated without regard to the race, creed, color, sex, age, national origin, marital status, physical and other motor handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruiting advertisement, layoff, termination rates of pay or other forms of compensation, selection for training, including any apprenticeship.

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In the case of the District, that official shall be the Instructional Support Administrator or her designee. These officials shall communicate from time to time, as they deem necessary to discuss the Agreement, the performance there under and other relevant matters.

DATED this 1st day of September, 2008.

CITY OF MERCER ISLAND

**MERCER ISLAND SCHOOL
DISTRICT NO. 400**

Richard M. Conrad
City Manager

Dr. Gary Plano
Superintendent

ATTEST:

Allison Spietz, City Clerk

APPROVED AS TO FORM:

Katie H. Knight, City Attorney

August 4, 2008

Dear Mercer Island City Council:

Thank you Pat Braman, President of the Mercer Island School District Board of Directors, for reading this statement into the record of tonight's Mercer Island City Council meeting on my behalf. I am travelling from the East Coast today and am unable to be with you this evening. My statement is intended to address the upcoming Parks Levy that is planned for your discussion and action later this evening.

The Mercer Island School District is projecting a \$40 million dollar budget for 2008-2009 school year. However, in building that budget, a number of factors have caused the District to project a shortfall next year of approximately \$1.2 million. This shortfall is mainly attributed but not limited to the following causes:

- a projected decline in student enrollment of 100 students or approximately \$400,000;
- escalating fuel and other utility costs;
- an increase in State mandates such as pension costs passed on to local school districts by the State to the tune of approximately \$500,000; and
- cost-of-living increases to staff who are not fully funded by the State of Washington; these staff represent additional teachers, support staff and specialists that the district hires in addition to what the State funds to adequately run our public schools.

In order to balance the budget for next year, I have opened enrollment only to the extent that we enroll off-island students equal to the number of students that we're projecting to lose this fall. Class sizes are not expected to increase over 2007-2008 class-size levels. However, that still leaves approximately \$800,000 the District must cut in spending in order for the Board to approve a balanced budget for next year.

If at any time the Mercer Island School District has been in need of additional revenues, next year represents a critical juncture. I wholly support the City's interest to help off-set next year's revenue shortfall through the 2008 Parks Levy of approximately \$300,000. Additionally, if the City is willing to pay the District's cost-share portion of our Inter-local Agreement that funds K-12 counselors to the tune of approximately \$185,000, this revenue source greatly improves our ability to keep cuts away from the classroom.

Over the years, the City and District have demonstrated a successful partnership in meeting the interests of the citizens and children of Mercer Island. You have an opportunity this evening to enhance that partnership by approving additional resources in these fiscally challenging times, so our children receive the best education possible as we prepare them to successfully compete and succeed in today's global and digital world.

Dr. Gary Plano, Superintendent